

REQUEST FOR QUALIFICATIONS



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

Date Advertised: **March 9, 2006**

RFQ Title: **Proposed Development-Lease-Leaseback for a Consolidated Elections Facility at Goat Hill**

Requesting Dept./ Div.: **King County Department of Executive Services – Facility Management Division**

RFQ Number: **202-06RLD**

Due Date: **April 4, 2006 – no later than 2:00 P.M.**

Buyer: **Roy L. Dodman** roy.dodman@metrokc.gov, (206) 263-4266

Pre-Submittal Conference:

A conference to discuss questions related to this RFQ shall be held at **10:00 a.m.** on Monday, March 20, 2006, in the Board Room on the 3rd Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

Sealed Qualification Submittals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598**

Office Hours - 8:00 a.m. - 5:00 p.m.
Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title	
E-mail	Phone	Fax

This Request for Qualifications will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

If you received or downloaded this document in .pdf format, a MS Word copy may be obtained by contacting the buyer listed above. This MS Word document will be transmitted by e-mail.

Sealed qualification submittals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8th Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding a *Proposed Development-Lease-Leaseback for a Consolidated Elections Facility at Goat Hill* for the *King County Department of Executive Services, Facility Management Division*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Submitter to sign and return *this entire Request for Qualification (RFQ) document*. The Submitter shall provide *one unbound original* and *six (6) copies* of the submittal response, data or attachments offered, for *seven (7) items* total. The original in both cases shall be noted or stamped "Original".

Pre-Submittal Conference: A conference to discuss questions related to this RFQ shall be held at 10:00 a.m. on Monday, March 20, 2006, in the Board Room on the 3rd Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104. See link for driving instructions.

<http://www.metrokc.gov/procurement/contact/findus.aspx>

Questions: After the Pre-Submittal Conference, Submitters will be required to submit any further questions in writing prior to the close of business Wednesday, March 22, 2006 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Roy L. Dodman, Senior Buyer roy.dodman@metrokc.gov / *Secondary* – Cathy M. Betts, Buyer cathy.betts@metrokc.gov. Questions may also be sent via fax or mail to the address above.

SECTION I – GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted qualifications and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with qualification submittals. Those materials will be available for review at King County Procurement.
- C. No other distribution of qualifications will be made by the Submitters prior to any public disclosure regarding the RFQ, the submittal or any subsequent awards without written approval by King County. For this RFQ all qualification submittals received by King County shall remain valid for ninety (90) days from the date of submittal. All submittals received in response to this RFQ will be retained.
- D. Submittals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Submitter's abilities to meet the requirements of this RFQ. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any qualification submittals deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFQ, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Submitter prior to issuing the contract.

- H. King County reserves the right to reject any or all qualification submittals. This RFQ is primarily designed to identify the most qualified firms. Selected firms shall move to the Request for Proposal (RFP) phase of the project.
- I. The contents of the qualification submittal of the selected Submitter may be included in contractual obligations if a contract ensues from the complete procurement process.
- J. News releases pertaining to this RFQ, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- K. King County Code 4.16.025 prohibits the acceptance of any bid, proposal or submittal after the time and date specified on the Request for Qualifications. There shall be no exceptions to this requirement.
- L. King County agencies' staffs are prohibited from speaking with potential Submitters about the project during the solicitation.

Please direct all questions to:

Roy L. Dodman / Senior Buyer
(206) 263-4266
roy.dodman@metrokc.gov

or Cathy M. Betts / Buyer
(206) 263-4267
cathy.betts@metrokc.gov

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- M. Protest Procedure - King County has a process in place for receiving protests based upon either bids, proposals, submittals, or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- N. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/procurement/>. Please refer to the "RFPs, RFQs & ITBs / New / Goods and Services" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential Submitter. Each Submitter bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a Submitter downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the Submitter *must* register with the County via the Procurement website. To register, access "Contact Us" on the left side of the screen, then "Vendor Registration". At this point you will be submit complete information regarding your company and primary contact, as well as additional information you feel is relevant. Please note which document/documents were downloaded.

After submittals have been opened in public, the County will post a listing of the consultants submitting qualifications at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Goods and Services" portion of the site for a listing, as well as a notification of a final determination.

Unless otherwise requested, letters and other transmittals pertaining to this RFQ will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this submittal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- O. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- P. Qualifications submitted under this RFQ shall be considered public documents and with limited exceptions qualification submittals that are recommended for contract award will be available for inspection and copying by the public. King County may request an electronic copy of your submittal response at a later time for this purpose. This copy may be requested in MS Word format, and delivered either by e-mail or directly delivered on CD.

If a Submitter considers any portion of his/her submittal to be protected under the law, the Submitter shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Submitter shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Submitter of the request and allow the Submitter ten (10) days to take whatever action it deems necessary to protect its interests. If the Submitter fails or neglects to take such action within said period, the County will release the portion of the submittal deemed subject to disclosure. By submitting qualifications, the Submitter assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Submitters are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFQ.
- V. During the solicitation process, King County strongly discourages the transmittal of Company information, brochures, and other promotional materials, other than address, contact and e-mail information, prior to the due date of proposals. Any pre-packaged material received by a potential proposer prior to the receipt of proposals shall not be reviewed by the County.
- W. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.

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PART A - Introduction

This Request for Qualifications (RFQ) is the first part of a multi-part competitive process for a **Proposed Development – Lease – Leaseback for a Consolidated Elections Facility at Goat Hill**.

By way of this RFQ, King County is seeking qualified development teams (hereafter, “Developer” or “Developers” or “Applicant/Developers”) to plan, design, and construct a build-to-suit, lease-to-own development project (“Project”). This Project is subject to King County Council approval; there is no committed funding for the project at this time.

Based upon preliminary information, the Project will result in a consolidated elections facility that will supply King County with:

- + / - 60,000 rentable square feet of open office space to accommodate administration and mail ballot processing functions;
- + / - 20,000 rentable square feet of open warehouse space to accommodate a county-wide vote-by-mail election, including storage and staging of election equipment;
- An efficient layout for the planned County functions, including layout for ballot processing similar to light manufacturing / distribution / fulfillment services;
- A systems engineering approach incorporating both human and automatic systems for a consolidated elections facility, including design, development, installation, integration, testing and activation.
- Tenant improvements in accordance with County requirements;
- King County would like to achieve occupancy as quickly as reasonably possible.

The Project will be developed and constructed upon County-owned property known as the “South Goat Hill” site which is immediately south of the newly constructed parking garage on Goat Hill. A map identifying this area is attached as [Exhibit C](#),

This RFQ process is intended to identify qualified Developers and Development Teams that wish to develop the Project. Developers and Development Teams that respond and tender a complete RFQ Submittal pursuant to the terms of this RFQ will be identified as “Applicants.” Applicant scores will be numerically ranked. Based upon the numerical ranking, the highest ranked Applicants, at the determination by King County, will be identified as “Finalists”, and so notified.

Subsequent RFP Process

By way of a subsequent Request for Proposals (“RFP”) process, Finalists will be allowed to prepare and present RFP submittals (“RFP Proposals”) in response to the second part of this competitive process. The formal RFP is anticipated to be published in April, 2006.

A comprehensive definition of Project scope and parameters will be identified by King County in the RFP portion of this competitive process. This definition will include a program of facility requirements, technical performance specifications, and a form of proposal. Finalists that eventually prepare an RFP Submittal are expected to respond to the proposal form and to submit a description of their proposal in sufficient detail for a thorough evaluation. It is expected that Finalists’ RFP Proposals will be: 1) sufficiently detailed so as to assure ultimate contract compliance (to protect King County), and 2) specific in the proposal’s limitations (to protect the Finalist/Developer).

King County has a history of entering into best value, alternative delivery method deal structures, using 63-20 financing and COP financing. Pursuant to RCW 36.34.205, the ultimate deal structure may incorporate one or the other of these financing approaches.

- Using a 63-20 financing methodology, a non-profit entity to be chosen by King County through a separate procurement process will: master lease from King County the property upon which the project will be constructed; finance the project with tax exempt debt in compliance with Internal Revenue Service (IRS) Revenue Ruling 63-20; enter into a comprehensive guaranteed maximum

price development contract with the top ranked Finalist/Developer; and, upon substantial completion of the Project, leaseback the Project to King County.

- Using a COP financing methodology, the top ranked Finalist/Developer will master lease from King County the property upon which the project will be constructed; finance the project with COP tax exempt debt in compliance with IRS regulations for certificates of participation; enter into a comprehensive lease with King County; develop the Project; and, upon substantial completion of the Project, leaseback the Project to King County.

Accordingly, RFP Proposals will be ranked and the each Finalists will be notified in writing of its ranking. A negotiation will ensue based upon that top ranked Finalist's RFP Proposal. A successful negotiation will result in 1) a formal guaranteed maximum price development agreement; 2) a long term ground lease 3) a leaseback agreement to King County for the Project, which Project shall become the property of the County upon expiration of the lease; and 4) any other documents necessary to effectuate this transaction. If negotiations are not successful, negotiations with the top ranked Finalist will be terminated and new negotiations will begin with the next ranked Finalist.

Other business/legal arrangements proposed by Finalists as part of their formal RFP Proposals will be considered.

This Project will be highly visible. King County expects that the Project will be highly functional, efficient, safe and secure; will incorporate quality systems and materials; will be energy efficient with low operating and maintenance costs; will be highly distinctive in its urban design and architecture; and will offer excellent economic value.

Each Applicant/Developer is encouraged to identify and describe its intended development team in its submittal to this RFQ. Identifying members of a development team will not limit or restrict an Applicant/Developer's right to replace or substitute members of that development team at any time prior to its formal RFP Proposal.

Disclaimer: The information in this RFQ has been prepared with care, but mistakes are always a possibility. Therefore, it is each Applicant/Developer's responsibility to perform its own review and due diligence of the facts and assumptions that are identified in this RFQ.

PART B - Project Background and Summary Project Description

1. Project Background

The Department of Executive Services has a division identified as the Records, Elections and Licensing Services Division. King County Council Motion 12099, approved April 4, 2005, requested that the executive provide a space plan for the consolidation of elections operations into a single facility. Moreover, the motion also requested an evaluation of the needs for elections operations and an analysis of the functional areas of elections, personnel and equipment needs.

The County is currently searching for building ownership opportunities which will allow consolidation of its employees and operations. This involves a dual track approach:

- On the one hand, the County is identifying opportunities for acquisition of existing buildings that can be retrofitted to meet its requirements. *This RFQ / RFP process has nothing to do with this approach.*
- By way of this RFQ / RFP process, the County is pursuing a build-to-suit, lease-to-own development opportunity on its own property immediately south of the newly constructed "Goat Hill Parking Garage".

<http://www.metrokc.gov/elections/>

<http://www.metrokc.gov/elections/ElectionsReport.htm>

http://www.metrokc.gov/elections/news/2005_12_30_ElectionCenterReport_Dec2005.pdf

2. Summary Project Description

King County is looking for a Finalist/Developer to propose:

a. A Consolidated Elections Facility

- + / - 60,000 rentable square feet of open office space to accommodate administration and mail ballot processing functions;
- + / - 20,000 rentable square feet of open warehouse space to accommodate a county-wide vote-by-mail election, including storage and staging of election equipment;
- An efficient layout for the planned County functions, including layout for ballot processing similar to light manufacturing / distribution / fulfillment services;
- A systems engineering approach incorporating both human and automatic systems for a consolidated elections facility, including design, development, installation, integration, testing and activation;
- Tenant improvements in accordance with County requirements;

b. Parking sufficient to meet code requirements.

- Note that on-site parking capacity may be used in combination with King County's recently completed Goat Hill Parking Garage such that both on-going and peak parking requirements of this Consolidated Elections Facility can be met.

3. Lease / Leaseback Authorized by RCW 36.34.205

As authorized by RCW 36.34.205, the County can have an office / warehouse building built for County use on County-owned sites by means of a lease-leaseback transaction under RCW 35.42.070-.090. This statute says that the leaseback to the County "shall contain terms as agreed upon between the parties," but sets forth four required provisions:

- a. No part of the cost of construction of the building shall ever be or become an obligation of the County;
- b. The County shall have a prior right to occupy any or all of the building upon payment of rental as agreed upon by the parties, which rental shall not exceed prevailing rates for comparable space;
- c. During the time that all of any portion of the building is not required for occupancy by the County, the lessee of the land may rent the unneeded portion to suitable tenants approved by the County; and,
- d. Upon the expiration of the lease, all buildings and improvements on the land shall become the property of the County

RCW 36.34.070(1)-(4). The King County Code contains similar lease-leaseback requirements at KCC 4.56.160(E).

In addition to the foregoing, the lease-leaseback statute requires that the lease arrangement be made "pursuant to a call for bids upon terms most advantageous to the (County)." RCW 35.42.080. Because this statutory language does not require that the lease arrangement be made with the lowest responsible bidder, it expressly differs in this respect from the conventional public bid process.

As a result, King County has fashioned this RFQ / RFP public competitive process for obtaining the "best value" package deal for the County.

This first phase RFQ is intended to identify the most qualified Developers / Development Teams based upon responses to the Statement of Qualification Submittal. The highest ranked Developers / Development Teams (i.e., "Finalists") as determined by King County will then be invited to prepare and present formal RFP Proposals in response to the second phase of this competitive process. As with this first phase RFQ, the second phase RFP will use a point ranking system based upon specific criteria that satisfies the requirement of a call for bids upon terms most advantageous to the County.

4. Summation

Any Developer / Development Team that is interested in this Project and believes that it has the expertise and experience to qualify to become a Finalist should tender an Applicant Submittal to this RFQ and thereby become an Applicant. Each Applicant that is selected as a Finalist will thereafter be qualified to respond to the RFP.

PART C - Selection Process and Submittal Evaluation

1. Selection Process

This RFQ outlines the information necessary to understand the selection process.

After reviewing this RFQ and the attending the Pre-Submittal Conference, any Developer / Development Team) that determines it has the necessary expertise, experience and financial resources to successfully plan, design, and construct this Project may apply for consideration by submitting a Letter of Interest and Statement of Qualifications ("SOQ").

Those interested parties submitting Letters of Interest and Statement of Qualifications ("Submittal" or "Applicant Submittal") shall be referred to as "Applicants."

For its Submittal hereunder, each Applicant shall submit:

- One (1) original Letter of Interest;
- One (1) original Statement of Qualifications;
- One (1) original executed Statement of Qualification Certification Form, and
- One (1) original completed Statement of Qualification Financial Resources Form

from the forms provided ([Exhibit A](#) and [Exhibit B](#)). Further, Applicants shall submit one (1) unbound original (marked as such) and six (6) copies of its Letter of Interest, Statement of Qualifications, executed Certification Form, and response to the Financial Resources Form. Copies may be comb-bound. The Statement of Qualifications should follow the instructions found in Part E – Statement of Qualifications Submittal Instructions.

The Letter of Interest shall contain the index to the Applicant's Statement of Qualifications and shall not exceed two pages. Following receipt of Letters of Interest and Statements of Qualification, and at the County's sole discretion, the Selection Committee reserves the right to request additional information.

Each Applicant's Submittal will be evaluated by a selection committee ("Selection Committee") comprised of King County staff and consultants. Applicants may be requested to interview and make oral presentations to the Selection Committee as part of the selection process. In such event, the Selection Committee will review and evaluate oral presentations using the evaluation criteria set forth in this RFQ. The Applicants will be ranked. The Selection Committee will determine and select the highest ranked finalists ("Finalists"), based on the rankings. King County reserves the right to reject any and/or all Applicants.

2. Statement of Qualifications – Criteria

Applicants are advised that the Statement of Qualifications Submittal Instructions identify the criteria that will be used in evaluating Applicants' Submittals. These are the criteria by which the Selection Committee will score and rank each Applicant's Submittals. Applicants are hereby informed that the information sought shall be used to score each Applicant's Statement of Qualifications.

Experience	100 points
Past Performance	100 points
Financial Resources	Pass / Fail
Design Process and Philosophy	50 points
Management & Quality Control Plan	50 points
Capacity to Perform the Work	50 points
Total	350 points

If a final ranking of the Applicant / Developers is not made based on the evaluation of the submittals alone, King County may interview Applicant / Developers and their development teams. If such oral presentations and interviews take place, they will be worth 100 points. Final ranking would then be based on the total scores of both the written evaluation and presentation/interviews.

3. Notification

King County shall provide notification to all Submitting Applicant / Developers of its ranking by the Selection Committee, including any recommendation of Finalists.

PART D - Submittal Preparation

1. General Submittal Requirements

The procurement of these services will be in accordance with King County and other applicable federal, state and local laws, regulations and procedures. After reviewing this RFQ, any firm that determines it has the necessary expertise may submit an Applicant Submittal that includes the information requested.

All facts and opinions stated within this RFQ, and all supporting documents and data are based on information available from a variety of sources. Additional information may be made available at the Pre-Submittal Conference and via written addenda throughout the process. No representation or warranty is made with respect thereto.

Applicant Submittals shall be submitted as set forth in this RFQ. Applicant Submittals that fail to be submitted in accordance with the procedures and specified requirements herein may be considered “non-responsive” and will be subject to rejection by the County. Firms are discouraged from submitting lengthy Applicant Submittals. All costs incurred in the preparation and submittal of a Submittal process shall be borne by the proposing Applicants. The County shall not reimburse Applicants for such costs.

2. Minority and Women Business Enterprise Participation

The County encourages submittals from firms that demonstrate a commitment to equal employment opportunity. The County encourages Submittals from firms employing a workforce reflective of the region’s diversity.

3. Schedule (some dates tentative and/or subject to change)

March 9, 2006.....	Issue Request for Qualifications
March 20, 2006..... 10:00 a.m. – 11:30 a.m.....	Pre-submittal Conference / 3 rd floor
March 21, 2006..... 4:30 p.m.....	Question deadline
March 23, 2006.....	Issue Addendum (as necessary)
April 4, 2006 2:00 p.m.....	Submittals due to King County
April 10-14, 2006 10:00 a.m. – 12:00 p.m.....	Presentations and Interviews (tentative)
April 19, 2006	Final ranking and Notification of Finalists

A Pre-submittal conference will be held between 10:00 a.m. and 11:30 a.m. on Monday, March 20th, 2006 in the 3rd Floor Board Room of the Exchange Building, 821 Second Avenue, Seattle, Washington 98104. All prospective Applicants are encouraged to attend. Additional information may be presented and questions may be answered.

4. Contents of the Submittal

Complete and include forms from [Exhibit A](#) and [Exhibit B](#) of this RFQ. Submittals must respond to the questions in Part E - Statement of Qualifications Submittal Instructions. Answer all parts of each question. Incomplete submittals may be rejected as non-responsive. Please use a legibly sized font (11 or 12 point size).

Submit one original unbound copy and six (6) comb-bound copies of the completed Submittal. Include a cover sheet on each copy naming the Applicant. King County reserves the right to request additional information following its review of the initial submittal.

5. Force Majeure

If either the County or the Applicant is rendered unable, wholly or in part, by act of God or any other cause not reasonably within such party's control, to perform or comply with any obligation or condition of this RFQ, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended during the continuance of the inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during such period. The term "force majeure" shall include without limitation by the following enumeration, acts of God and the public enemy, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, strikes and any other industrial, civil or public disturbances, causing the inability of Applicant to perform or comply with any obligations or conditions of this RFQ.

Notwithstanding the above, in the event of force majeure, the obligation to pay tariffs or applicable demand charges, if any hereof shall not be suspended but shall be the responsibility and obligation of that party declaring force majeure.

6. Prevailing Wages

Development of the Project shall be subject to commercial Prevailing Wage and any other requirements of state and local law as applicable.

PART E – Statement of Qualifications Submittal Instructions

For purposes of this solicitation, those interested parties submitting Letters of Interest and Statements of Qualification (the "Submittal") shall be referred to as "Applicants" or "Applicant/Developer". For its submittal ("Submittal") hereunder, each Applicant shall submit:

- On the cover of the original and all copies of the Submittal, indicate the name of the Project: ***"Proposed Development – Lease – Leaseback for a Consolidated Elections Facility at Goat Hill"***, name of the Applicant, and the date,
- one (1) signed and completed copy of this RFQ document, returned in its entirety,
- one (1) original Letter of Interest (no more than 2 pages, includes index),
- one (1) original unbound Statement of Qualifications,
- one (1) executed Statement of Qualifications Certification Form
- one (1) original response to the Financial Resources Form
- six (6) copies of its Letter of Interest, Statement of Qualifications, executed Certification Form, and response to the Financial Resources Form, optionally comb-bound.

Applicants shall respond to the following questions in the order stated below. Answer all parts of each question. Incomplete submittals may be rejected as non-responsive. Please use a legibly sized font (11 or 12 point sizes). Each page shall contain the name of the Applicant in either the header or the footer.

1. Statement of Qualifications:

- a. Experience (100 points):** Specialized experience and technical competence of the Applicant/Developer, its personnel and its development team, considering the types of development problems that may be encountered and the potential complexity of this Project. Identify recent experience and expertise with development projects of a similar type, including:

- Experience in development, construction and management of office / warehouse / distribution / fulfillment projects;
- Parking garages;
- Low rise / mid rise office structure(s)
- Experience with restricted urban sites where operations of existing business must be maintained;
- Experience with the City of Seattle DCFM, Public Works, Fire Dept., etc.;
- Experience in projects using tax exempt financing.

In no more than two pages of narrative, describe the Applicant/Developer (and development team) including the organization and responsible parties. Identify the proposed Project Manager and key staff assigned to the Project, including name, title, and Project responsibilities. Identify each individual and the firm they represent who will provide expertise for the item(s) identified below.

- Project management
- Construction management
- General contracting
- Office / warehouse / distribution / fulfillment facility expertise
- Parking garage design and construction
- Architectural design and efficiencies
- Landscape design
- Engineering (geo-technical, civil, structural, mechanical, electrical)

For each individual identified above, provide a resume not to exceed one page describing their relevant expertise and past project experience. Include a separate one (1) page organization chart showing the relationships.

Include applicable licensing information, if appropriate, for a given expertise. Include Washington State Tax Registration Number for the Developer and each member of the proposed development team. If the Developer is a corporation, provide corporate information including date of incorporation, state in which incorporated and the incorporation number. If the Developer is to be a newly formed LLC, corporation, partnership or joint venture, please describe in appropriate detail the constituents members that will comprise the newly formed entity.

Describe not less than 2 nor more than 4 projects that are comparable in scope to this Project performed by key personnel and proposed development team members. Use no more than one (1) page for each project to describe and show pictures, illustrations, etc.

- b. Past Performance (100 points):** Record of past performance of the Applicant/Developer (and development team) with King County, other government agencies or public bodies, and private industry, including such factors as cost control, quality of work, safety, ability to meet schedules, value engineering, cooperation, responsiveness, meeting time and budget requirements, and other managerial considerations. Note past record working together as a team effectively on other development projects or on projects of similar scope and complexity. In no more than two (2) pages, comment on how performance on previous projects and contracts qualifies Developer to develop this Project. Please include reference to relevant project examples and resumes. Include narrative and references to demonstrate performance on budgets, schedules, cooperation and responsiveness.

Submit a matrix, not to exceed two (2) pages, indicating other projects on which the proposed design, construction, and management team members have worked together. Submit the Developer (and developer team) accident record for the last five (5) years, and if appropriate, any accident prevention program.

For a period inclusive of the most recent ten (10) years, attach a list identifying instances of commercial disputes that have resulted in arbitration or litigation in the State of Washington. If the dispute has been arbitrated, identify the cause of action, the arbitrator that handled the case (including address and telephone number), and the resolution. For disputes that have proceeded to litigation, identify each instance that (1) a lawsuit has been filed, (2) the court of jurisdiction, (3) the cause of action, (4) the filing number, and (5) the resolution, including settlements, compromises, and judgments. This information shall include instances where the Applicant/Developer was plaintiff or defendant. For each development team, this information shall be required for the Applicant/Developer, the contractor, and the architect, including predecessors in interest and affiliated legal entities formed for purposes of real estate development.

- c. Financial Resources (Pass / Fail):** Evidence of the Applicant's financial strength and stability to complete this project. Evidence of established relationship with financial institutions under which financing would be available for the execution and completion of the work called for. The Developer (and all team members) identified in this statement of qualifications must have a tax registration number from the Washington State Department of Revenue. To establish, Developer shall provide the tax number for all firms listed as part of its submittal. Developer shall submit the information required by the Financial Resources Form [Exhibit B](#).

Applicant/Developer's general contractor(s) will be required to have a bonding capacity to obtain a performance and payment bond. Include a letter from the contractor's bonding company identifying the general contractor's ability to obtain a bond sufficient for this contemplated project. Developer must establish that it has the ability to meet minimum general liability insurance levels. Developer must provide a letter from its insurance broker or agent confirming commitment to insure Developer if chosen as the top rated Finalist.

- d. Design Process and Philosophy (50 points):** Problem identification and proposed method to accomplish the work; ability to identify and solve issues related to ease of use, complementary relationships, density, neighborhood and traffic issues; appreciation of design potential to minimize cost and construction impacts; demonstrated capability to explore and develop innovative or advanced techniques and design. In no more than two (2) pages, describe the Applicant/Developer's design process including problem identification and proposed method to accomplish all work required: including, where appropriate, demonstrated capability to explore and develop innovative or advanced techniques and mixed-use design. Describe the demonstrated ability to identify and address issues related to this Project's constraints. Describe how the development team intends to collaborate with the County's project manager in post-award phases of the Project. In no more than an additional two (2) pages, include examples that demonstrate the Applicant/Developer's appreciation of design potential to minimize cost and construction impacts.
- e. Management & Quality Control Plan (50 points):** The Applicant/Developer's proposed management plan and staffing plan for predevelopment negotiation, design and construction. In no more than two (2) pages, provide Applicant/Developer's management & Quality Control plan and methodology for defining the scope, negotiating, and implementing the Project. The management plan shall describe the proposed approach to the Project, and the responsibilities of the Developer and team.

In no more than two (2) pages, discuss the Applicant/Developer's ability to provide responsive coordination to the County, other consultant/contractors, and other involved agencies. Include a brief discussion of the key elements of the management plan, work scheduling, quality control, cost control and reporting, and quality assurance. Describe Applicant/Developer's approach to managing a development agreement that includes design, construction and management, including negotiating, administering and processing multiple subcontracts with different scopes of work and different

schedules. Reference the organization chart required under the Experience section and explain how assignment of key personnel demonstrates efficiency in management and performance.

- f. **Capacity to Perform the Work (50 points):** The Applicant/Developer's capacity to perform the work within reasonable time and budget limitations, considering the team's current and planned workload. In no more than one (1) page, describe how the Applicant/Developer proposes to provide timely submittal and quality services on multiple contracts with varying degrees of complexity, considering the current and planned work load of team members. Describe the Applicant/Developer's ability to provide the technical disciplines and services required to cover the work required by the Project.

Note: the following sections pertain to standard King County contractual requirements. While no contract will result immediately regarding this RFQ, the following sections highlight the usual language that is contained in any County contract or agreement. Final terms and conditions will be effected in any contract document the County negotiations.

SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Contractor shall be required, and the Contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Contractor shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Contractor in implementing the terms of this section. The Contractor will permit access by the County to the Contractor's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Contractor shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Contractor.
- E. The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
 - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application thereof, which indicates any discrimination unless based upon a bona fide occupational qualification;
 - 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;

5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.

PART 2: REQUIRED SUBMITTALS

- A. All Contractors entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
 1. A Personnel Inventory Report on the form provided by the County.
 2. An Affidavit of Compliance demonstrating the Contractor's commitment to comply with the provisions of KCC Chapter 12.16.
 3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from whom the Contractor obtains employees.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-contractor participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-contractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFP, neither the Contractor nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Contractor shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-contractors and suppliers in this contract and in its overall public and private business activities for the same period. The Contractor shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract. Contractor shall make such documents available to the County for inspection and copying upon request. If this contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.
- D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:
1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
 2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
 3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
 4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
 5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
 6. Utilizing the services of available community organizations, Contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.
- Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:
1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
 2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
 3. Utilizing the services of available community organizations, Contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.
- E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Contractor may be subject to damages and sanctions provided for by contract and by applicable law.

PART 4: REQUIREMENTS DURING WORK**A. Site Visits**

King County may at any time visit the site of the work and the Contractor's office to review records related to actual utilization of and payments to subcontracting firms. The Contractor shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Contractor shall provide every assistance requested by King County during such visits.

PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990

The Contractor shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Contractor (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Contractor shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

SECTION IV - GENERAL CONTRACT REQUIREMENTS**PART 1: TERMINATION CLAUSES**

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Contractor shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Contractor, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Contractor shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

PART 2: INDEMNIFICATION AND HOLD HARMLESS

- A. In providing services under this Contract, the Contractor is an *independent contractor*, and neither the Contractor nor its officers, agents or employees are an employee of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Contractor, its employees or others by reason of this Contract. The Contractor shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Contractor of work, services, materials and/or supplies by Contractor employees or other suppliers in connection with the performance of this Contract.

- B. The Contractor further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, and/or agents. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Contractor by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

PART 3: INSURANCE

Insurance requirements shall be included in any subsequent procurement.

PART 4: CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Contractor in writing of the nature of the breach;
- B. The Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response; unless the County, at

its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

- C. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

PART 5: ASSIGNMENT/SUBCONTRACTING

- A. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Contractor and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS

- A. Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms are available online at: http://www.metrokc.gov/procurement/resources/forms_eb.aspx.

- B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Contractor agrees to abide by all the conditions of said Chapter. Failure by the Contractor to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Contractor covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Contractor shall take appropriate steps to assure compliance with this provision.
2. If the Contractor violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and ven-

dors, follow this path: <http://www.metrokc.gov/ethics/>, and access 1) The Code of Ethics, “Employee Code of Ethics 3.04”, and 2) Advice and Guidance “Doing Business with Contractors, Vendors, Clients and Customers”. Under “Employee Code of Ethics 3.04”, there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

C. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Contractors able to supply products containing recycled materials that meet performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Contractor shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Contractor may notify the Contract Administrator, who may waive the recycled paper requirement. The Contractor shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

D. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

E. Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County’s Business Development and Contract Compliance Section at (206) 205-0700.

SECTION VI - MAINTENANCE OF RECORDS/AUDITS

- A. The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.

- D. The Contractor agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Contractor received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Contractors receiving federal funds from more than one County Department or Division shall be responsible for determining if the combined financial assistance is equal or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal financial assistance to the Contractor no later than six (6) months subsequent to the end of the Contractor's fiscal year.

SECTION VII – REQUIRED FORMS

The following completed forms will be required from the selected contractor, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- E. Equal Benefits Compliance Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to cathy.betts@metrokc.gov or roy.dodman@metrokc.gov.

SECTION VIII – BID SUBMITTAL CHECKLIST

- A. One (1) signed copy of entire RFQ package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of qualification submittal response marked “Original.”
- D. Six (6) copies of qualification submittal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.


URGENT – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately	
 King County	King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598
Bid No.	RFQ 202-06RLD
Bid Title	Proposed Lease- Leaseback for a Consolidated Elections Facility at Goat Hill
Due Date	
Vendor	

Exhibit A – Statement of Qualification Certification Form

To: King County Facilities Management Division
Attention: Bill Angle, Project Manager
King County Administration Building, Room 800
500 Fourth Avenue
Seattle, WA 98104

The undersigned ("Applicant") has read and understood the Request for Qualifications for RFQ No. 202-06RLD. On behalf of, and with the full authority of the development team, the undersigned Applicant submits the enclosed Submittal. The undersigned Applicant certifies that the development team shall meet all requirements contained in this RFQ solicitation document.

Applicant agrees that in addition to this Certification Form, the information submitted in Submittals to this RFQ shall constitute the Statement of Qualifications.

Applicant certifies that in preparing this Submittal, Applicant has not been assisted by any current or former employee of King County whose duties relate (or did relate) to this RFQ and who was assisting in other than his or her official public capacity; nor does such a current or former employee or any member of his or her immediate family have any financial interest in the outcome of this RFQ. Any exceptions to these assurances are described in full detail on a separate page and attached to this Certificate From.

Applicant hereby designates the following as the representative of the Applicant and the development team to contact for additional information about this SOQ.

NAME: _____ EMAIL: _____

TELEPHONE #: _____ FAX #: _____

ADDRESS: _____

Signed this _____ day of _____, 2006.

APPLICANT: _____

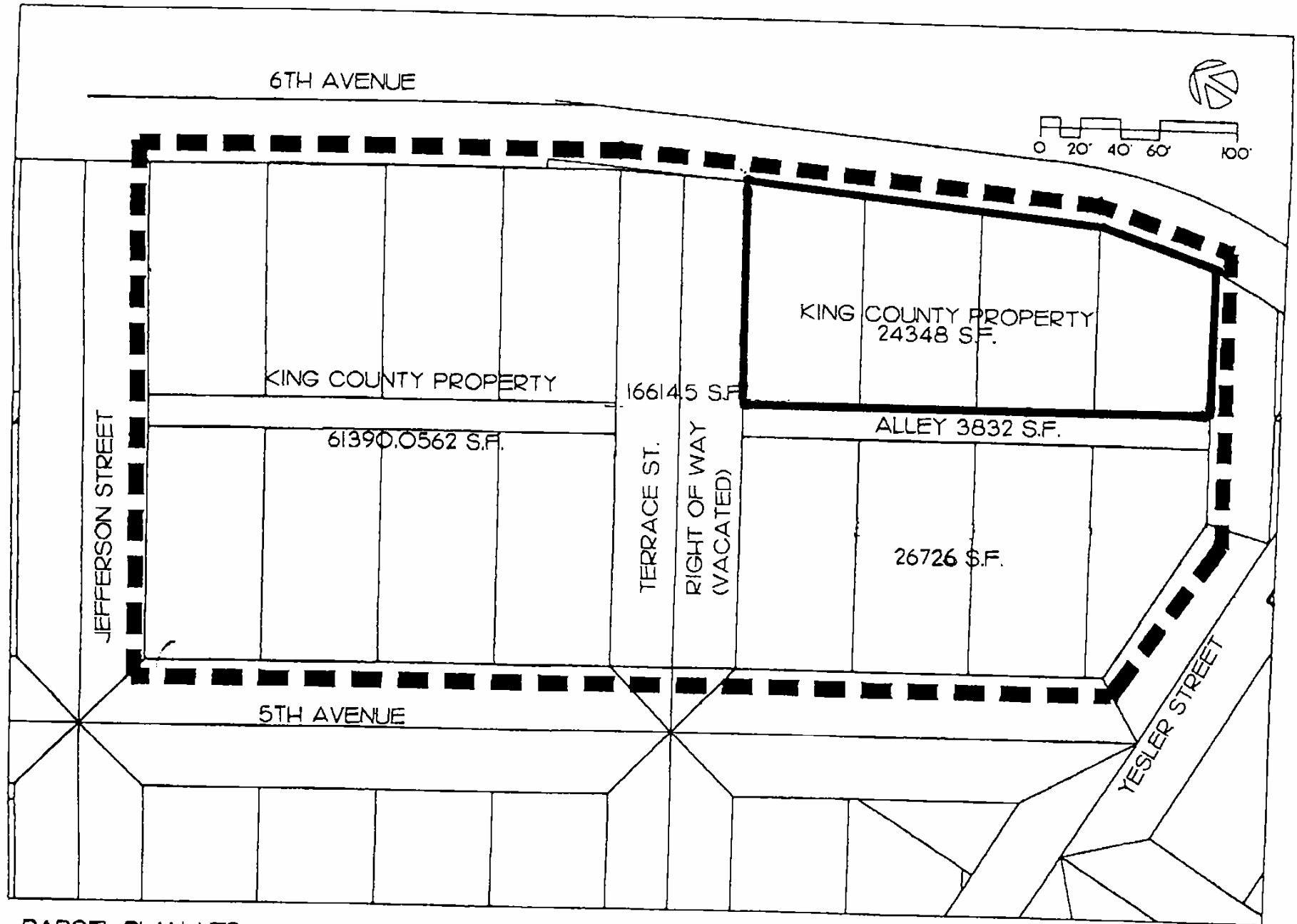
ADDRESS: _____

BY: _____
Signature Print Name

Exhibit B – Financial Resources Form

1. Provide current financial statement, including balance sheet & income statement for last three years. If they are not audited, identify how King County will confirm the accuracy thereof. Disclose the nature and status of any anticipated claims and the extent to which potential adverse settlements or judgments are insured.
2. Provide a history demonstrating financial capacity and ability to finance projects of a scale and complexity as identified in the RFQ. Identify sources and methods of obtaining equity, debt, and other types of financing for each identified project.
3. Disclose lines of credit. Identify the extent to which the lines are currently being utilized.
4. Provide letter from Applicant's surety company, broker, or agent confirming bonding capacity.
5. Provide letter from Applicant's insurance broker or agent confirming commitment to insure Applicant for general liability insurance levels of not less than \$2,000,000 per occurrence.

Exhibit C – Area Map



PARCEL PLAN: NTS

TOTAL SITE AREA: 132,911 SQUARE FEET